

**GRANT AGREEMENT
BETWEEN THE CITY OF ANN ARBOR
AND COMMUNITY MENTAL HEALTH PARTNERSHIP
OF SOUTHEAST MICHIGAN**

This Grant Agreement (“Agreement”), is entered into between the City of Ann Arbor, a Michigan municipal corporation, whose address is 301 E. Huron Street, Ann Arbor, Michigan 48103 (“City”), and Community Mental Health Partnership of Southeast Michigan (“CMHPSM”), a Michigan PIHP Regional Entity, with offices at 3005 Boardwalk Dr., Suite 20, Ann Arbor, MI 48108.

Whereas, Community Health Partnership of Southeast Michigan (“CMHPSM”) is a Michigan PIHP Regional Entity, who administers an array of mental health or substance use support services;

Whereas, Substance use disorder (SUD) continues to be a significant public health issue in Ann Arbor, affecting individual, families, and our community;

Whereas, Washtenaw County Health Department reported more the 40 EMS calls related to SUD overdoses in the last year, and nearly 200 SUD-related deaths in the last two years;

Whereas, Increased demand for emergency medical services, detox, and long-term treatment puts a heavy burden on local hospitals and mental health providers;

Whereas, Premature deaths and chronic SUD contribute to workforce loss, absenteeism, and long-term disability;

Whereas, Taxpayer money supports law enforcement responses, court systems, and emergency care – diverting funds from other critical needs;

Whereas, The City of Ann Arbor is committed to addressing SUD: and

Whereas, This Grant Agreement seeks to grant \$300,000 (“Grant Funds”) to Community Mental Health Partnership of Southeast Michigan (“CMHPSM”) for Ann Arbor-based SUD treatment and intervention programs, through support of local substance use service providers to respond to federal funding cuts, to ensure services remain available.

The Parties agree as follows:

GRANT. City agrees to grant to CMHPSM the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) in support of Substance Use Disorder Treatment Access and sustaining the capacity of local SUD service providers in response to federal funding losses as provided for in R-24-449 (the “Grant Funds”).

USE OF GRANT. CMHPSM shall administer use of the Grant Funds. The full amount of the Grant Funds shall be used directly for expenses related to ensuring Substance Use Disorder Treatment remain available in Washtenaw County despite federal funding cuts and sustaining the capacity of local SUD service providers and may be used without regard to fiscal year;

REPORTING. CMHPSM shall cooperate fully with the City to evaluate and monitor the performance of the work funded, in whole or part, by the Grant and further agree to do the following:

- a. Provide a detailed financial report related to the expenditure of the Grant Funds detailing local support every six months until such time as funds are exhausted.
- b. Provide detailed reporting that includes the following (where applicable):
 - SUD treatment access and continuity of substance use services**
 - 1. Number of individuals serviced (unduplicated count)
 - 2. Client Demographics (age, gender, race/ethnicity, income, etc.)
 - 3. Number of treatment slots preserved or expanded
 - 4. Service modality (e.g. residential, outpatient, MAT, Transitional Housing, Peer Support, etc.)
 - Provider Support and Program Stabilization**
 - 5. Local Providers receiving financial support
 - 6. Amount of funding provided per provider
 - 7. Programs maintained or added that were at risk of being cut due to federal funding losses..
 - a. Include program name and service description
 - 8. FTE's retained or added
- c. Be responsible for all public-facing reports published on the City's website, per city council directive, if any.
- c. Maintain records regarding the expenditure of Grant Funds for a period of five years after completion of the work for which the Grant Funds are used.

AMENDMENTS. This Agreement may be amended only by a written agreement executed by the Parties.

LIABILITY

- a. To the fullest extent permitted by law, and without waiving governmental immunity, CMHPSM hereby agrees to assume liability and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City.
- b. CMHPSM duty under this Section shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim.
- c. CMHPSM shall obtain, at its own expense, any insurance that it deems necessary for the City's protection. Inadequate insurance coverage shall in no way lessen or limit the liability of CMHPSM under the terms of this Agreement.

- d. This obligation shall survive the expiration or termination of this Agreement.

NONDISCRIMINATION. CMHPSM agrees to comply, and to require any service providers to comply, with the nondiscrimination provisions of MCL 37.1209 and MCL 37.2209, as well as the provisions of the federal Immigration Reform and Control Act of 1986. CMHPSM further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and treated during employment in a manner which provides equal employment opportunity.

LIVING WAGE. If a services provider of CMHPSM is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, then CMHPSM agrees to require contractor’s compliance with the living wage provisions of Chapter 23 of the Ann Arbor City Code. CMHPSM agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

CONFLICT OF INTEREST. No employee, officer or elected or appointed official of the City and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds provided under this Agreement, no employee, officer or director of CMHPSM and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

PROCUREMENT. CMHPSM shall be responsible for procurement, under their own procurement rules and regulations, and in compliance with all state and federal laws and regulations, of all services for which Grant Funds are used.

SUSPENSION/TERMINATION. If CMHPSM fails to comply with the terms of this Agreement, the City may declare this Agreement suspended or terminated. Thereafter, the City shall have no obligation to provide further funds to the CMHPSM. The termination shall not relieve CMHPSM of its obligations to prepare or preserve its records and to make them available for audit or inspection. The City shall provide reasonable notice to CMHPSM, indicating the reasons for its actions before suspension or termination.

SEVERABILITY OF PROVISIONS. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other Parties or other circumstances.

CHOICE OF LAW AND FORUM. This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The Parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of

Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The Parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

ASSIGNS AND SUCCESSORS. This Agreement is binding on the City, CMHPSM, their successors and assigns. The Parties agree they will not assign or transfer their interest in this contract without the written consent of the other Parties.

EXTENT OF AGREEMENT. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and it supersedes all prior representations, negotiations, agreements or understandings whether written or oral. Neither Party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Parties.

NO AUTHORITY TO BIND CITY TO CONTRACTS: CMHPSM lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter.

SIGNATURES: The Parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR THE CITY OF ANN ARBOR

This ____ day of _____, 2025

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ____ day of _____, 2025

Approved as to substance:

By _____
Milton Dohoney Jr., City Administrator

By _____
Marti Praschan, Chief Financial Officer

Approved as to form and content:

By _____
Atleen Kaur, City Attorney

FOR COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN

By: _____
James Colaianne, CMHPSM CEO